

1. Agenda

Documents:

[BOMC-4-13-22-RM-AGENDA.PDF](#)

2. Meeting Called To Order/Adoption Of Agenda

3. Commissioner Comments

4. Approval Of Minutes

5. Garden Week Proclamation

Documents:

[GARDEN WEEK IN GEORGIA PROCLAMATION PDF.PDF](#)

6. Lord Aeck Sargent Contract For Special Projects & Design Review

Documents:

[RES TO CONTRACT WITH LAS.PDF](#)  
[AE\\_LAS\\_ONCALL2022\\_CONTRACT.PDF](#)

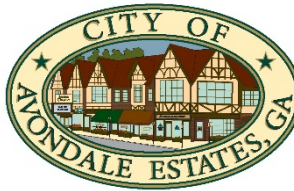
7. Georgia Power Easement At Public Works Location

Documents:

[GA POWER RESOLUTION 4.13.22.PDF](#)  
[PUBLIC WORKS BUILDING EASEMENT.PDF](#)

8. Public Comment

9. Adjournment



**BOARD OF MAYOR AND COMMISSIONERS  
REGULAR MEETING  
APRIL 13, 2022  
5:30 p.m.**

**AGENDA**

- Item #1 Meeting Called to Order
- Item #2 Adoption of Agenda
- Item #3 **Commissioner Comments**
- Item #4 **Approval of Minutes**  
March 9<sup>th</sup> regular meeting  
March 9<sup>th</sup> work session  
March 16<sup>th</sup> retreat
- Item #5 **Garden Week Proclamation**
- Item #6 **Lord Aeck Sargent Contract for Special Projects & Design Review**
- Item #7 **Georgia Power Easement at Public Works Location**
- Item #8 Public Comment\*
- Item #9 Adjournment

**\*Comments are limited to one per person, two minutes per comment.**

**\*Any questions are to be directed to the BOMC, not city staff.**

BY THE MAYOR OF THE CITY OF AVONDALE ESTATES

**A PROCLAMATION**

**GARDEN WEEK IN GEORGIA**

- WHEREAS:** The Avondale Estates Garden Club (AEGC) was founded on June 10, 1931 when 34 women, at the invitation of Mrs. Germaine McGovern, gathered at her home at 22 Dartmouth Avenue. Shortly thereafter, the women began to beautify public areas of the city; and
- WHEREAS:** The inaugural project of AEGC was the planting of the Abelia hedge along N. Avondale Road. AEGC's beautification program expanded to include enhancing the shores of Lake Avondale and the Bird Sanctuary beyond it; and
- WHEREAS:** AEGC activities extended beyond its neighborhood and included more than beautification activities. These included contributions to the plantings at the Governor's Mansion and in Piedmont Park; presentations of various educational opportunities; and visitations at garden related sites both locally and around the state; and
- WHEREAS:** Beautiful landscapes and gardens are one of Georgia's greatest resources; and
- WHEREAS:** When tourist visit our botanical gardens and state and federal historic gardens, Georgia's economy benefits. Garden Week in Georgia provides an opportunity to celebrate and recognize the importance of these areas to our state; and
- WHEREAS:** Organizations like the Garden Club of Georgia, Inc. serve the citizens of Georgia through programs that are meant to beautify our state, conserve our resources, and foster education in Georgia; and
- WHEREAS:** The Garden Club of Georgia, in partnership with the Georgia Department of Natural Resources Historic Preservation Division, the Georgia Department of Economic Development, and the National Park Service Southeastern Region, helps to award grants for restoration of Georgia's historic landscapes and gardens; now
- THEREFORE:** I, Jonathan Elmore, Mayor of the City of Avondale Estates, do hereby proclaim April 17 - 23, 2022 as GARDEN WEEK in Georgia and encourage citizens of our city to recognize the work gardeners and landscapers do to keep Georgia beautiful.

In witness thereof, I have hereunto set my hand and caused the Seal of the Executive Department to be affixed this      day of April in the year of our Lord, Two Thousand and Twenty-Two.

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MAYOR



ATTEST

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CHIEF OF STAFF

**A RESOLUTION  
TO CONTRACT WITH LORD AECK SARGENT**

**WHEREAS**, the City of Avondale Estates, is embarking on a period of development and change; and

**WHEREAS**, on-call planning and review services may be needed from time to time; and

**WHEREAS**, the firm of Lord Aeck Sargent may take on other tasks as outlined in their proposal (Exhibit A); and

**THEREFORE**, the City of Avondale Estates shall contract with Lord Aeck Sargent to provide on-call urban design services.

**SO RESOLVED**, this 13<sup>th</sup> day of April 2022.

**CITY OF AVONDALE ESTATES BOARD OF  
MAYOR AND COMMISSIONERS**

\_\_\_\_\_  
Jonathan Elmore, Mayor

**ATTEST:**

\_\_\_\_\_  
Gina Hill, City Clerk

Patrick Bryant, City Manager  
City of Avondale Estates  
21 N. Avondale Plaza  
Avondale Estates, Georgia 30002

April 6, 2022

## **Re: Agreement for On-Call Urban Design Services for the City of Avondale Estates**

Dear Patrick,

Lord Aeck Sargent (LAS) is pleased to submit the following agreement for on-call urban design services for the City of Avondale Estates. The intent of this agreement is to continue to assist the City in the on-going planning of its Downtown & Historic neighborhoods from both a physical design and urban planning standpoint. It is our understanding that Shannon Powell will be the main point of contact for any requested tasks.

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### **1. Scope of Services**

The following tasks have been identified as part of this scope of work:

Potential tasks include:

- **General On-call Design/Development Review Services as needed**
  - Review of proposed development concepts by others within the Downtown district and Historic District
  - Participation in meetings lead by the City with prospective developers, stakeholders, the general public, & other entities
  - Participation in internal work sessions with City and/or DDA staff
- **Corner Lot Assessment**
  - Analysis of existing and prevailing setback conditions at Corner lots within the Historic District
  - Drawings/Exhibits of potential setback options based on analysis
  - 2 virtual meetings with City Staff
  - 1 presentation to BOMC
- **North Avondale/Covington Highway Corridor Study**
  - Analysis of existing conditions and constraints for new street connections, development, mobility, etc for three identified areas and along Covington Highway.
  - Streetscape concepts to complement current College Ave updates from Ashton Place to Mountain Drive
  - Framework plan concepts for area mentioned above with potential street connections, development areas, and other mobility connections.
  - Development test fits on three identified sites. 1 to 2 explorations per site
    - 2d and 3d massing modeling
  - 1 public engagement session and content for online feedback
  - 2 virtual meetings with City Staff
  - PDF of findings and concepts

*Exclusions:*

- *Design services beyond massing level design.*
- *Architectural Renderings*

## 2. Hourly Rates

LAS will provide the City with an estimated amount of hours for any of the above tasks as requested by the City in advance of performing any work. Individual tasks will not be conducted until approval from City is given.

Anticipated Team Members and their associated hourly rates are listed below.

- Bob Begle, Urban Design Principal - \$220/hour
  - Matt Cherry, Director of Landscape Architecture - \$150/hour
  - Marco Ancheita, Senior Associate, Senior Urban Designer/Landscape Architect/Architectural Designer - \$130/hour
  - Staff Designers - \$110/hour
- 

## 3. Fee Limit

The fee for these professional design and planning services will be billed on an *hourly rate basis* according to the rates spelled out above. Outside vendor costs such as printing, mounting, etc. will be billed at direct cost, with no mark-up and with back-up receipts provided. Overall consulting fees and direct expenses will be limited to an amount not-to-exceed (NTE) of **Twenty-two Thousand Dollars (\$22,000)**. Agreement duration will be limited to end of August 2022.

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## 4. Additional Services

To the extent Additional Services are required, LAS will provide a written request in for an agreed lump-sum amount or on an hourly-rate basis. The written request will include scope, expense, and estimated time of completion. Consultant will not perform or bill for such services unless and until directed by Client.

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## 5. Terms and Conditions

The parties to the agreement will be the City of Avondale Estates ("Client") and Lord Aeck Sargent, Planning & Design, Inc ("LAS").

The period of this agreement shall extend from April 18th, 2022 until August 30th, 2022 unless cancelled or extended by mutual written agreement.

Professional services will be invoiced monthly based on a time and materials basis.

Invoices are due upon receipt. A finance charge of 1% over prime shall be applied to amounts due after 30-days.

In consideration of the Client providing any services for the project not provided by LAS, Client agrees to indemnify and hold harmless LAS for claims or damages resulting from errors, omissions or negligent acts by the providers of said services.



The standard of care for all professional services performed, or furnished by LAS under this Agree, will be in the skill and care used by members of LAS's profession practicing under similar circumstances at the same time and in the same locality. LAS makes no warranties, express or implied, under this Agreement or otherwise, in connection with LAS's services.

Client and LAS waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

Both parties agree that a good faith effort will be made to resolve disputes, if necessary, using the services of a professional mediator agreed to by both parties.

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We thank you again for the opportunity to continue helping the City advance its vision for a vibrant and cohesive Downtown Avondale Estates!

Sincerely,



Marco Ancheita  
Senior Associate, Lord Aeck Sargent

**City of Avondale Estates**

\_\_\_\_\_  
By: Bryant  
City Manager, City of Avondale Estates

Date:

**Lord Aeck Sargent**



\_\_\_\_\_  
By: Robert Begle  
Principal

Date: 4/6/2022



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE BOARD OF MAYOR AND COMMISSIONERS OF THE CITY OF AVONDALE ESTATES TO GRANT AN EASEMENT FOR ELECTRIC POWER TRANSMISSION OVER PROPERTY OWNED BY THE CITY KNOWN AS 166 LOCUST STREET.**

**WHEREAS**, the Board of Mayor and Commissioners desires to allow Georgia Power Company to install electrical transmission lines upon property owned by the City known as 166 Locust Street, Avondale Estates, Georgia 30002 as described in the attached Easement.

**NOW THEREFORE, BE IT RESOLVED** by the City of Avondale Estates' Board of Mayor and Commissioners that the City hereby grants the attached easement to Georgia Power Company.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute the attached easement.

This \_\_\_ day of April, 2022

\_\_\_\_\_  
Jonathan Elmore, Mayor

Attest:

\_\_\_\_\_  
Gina Hill, City Clerk

Approved as to Form

  
\_\_\_\_\_  
Stephen G. Quinn, City Attorney



After recording, return to:  
Georgia Power Company  
Attn: Land Acquisition (Recording)  
241 Ralph McGill Blvd NE  
Bin 10151  
Atlanta, GA 30308-3374

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PROJECT **2022030261**      LETTER FILE      DEED FILE      MAP FILE  
ACCOUNT NUMBER    **10549125-GPC9596-VBS-0**  
NAME OF LINE/PROJECT: **166 LOCUST ST (DEKALB COUNTY) DISTRIBUTION LINE**  
  
PARCEL NUMBER **001**  
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STATE OF GEORGIA  
DEKALB COUNTY

## E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF AVONDALE ESTATES, GEORGIA** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **21 N Avondale Plz, Avondale Estates, GA 30002-1317**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at **166 LOCUST ST, AVONDALE ESTATES, GA 30002** (Tax Parcel ID No. **15 248 27 006**) in Land Lot **248** of the **15** District of **Dekalb** County, Georgia.

The "Easement Area" is defined as any portion of the Property located within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose

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PARCEL 001            NAME OF            166 LOCUST ST (DEKALB COUNTY) DISTRIBUTION LINE  
                         LINE/PROJECT:  
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of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

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PARCEL 001

NAME OF  
LINE/PROJECT:

166 LOCUST ST (DEKALB COUNTY) DISTRIBUTION LINE  
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IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of: THE CITY OF AVONDALE ESTATES, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)

Name:

Title:

\_\_\_\_\_  
Notary Public

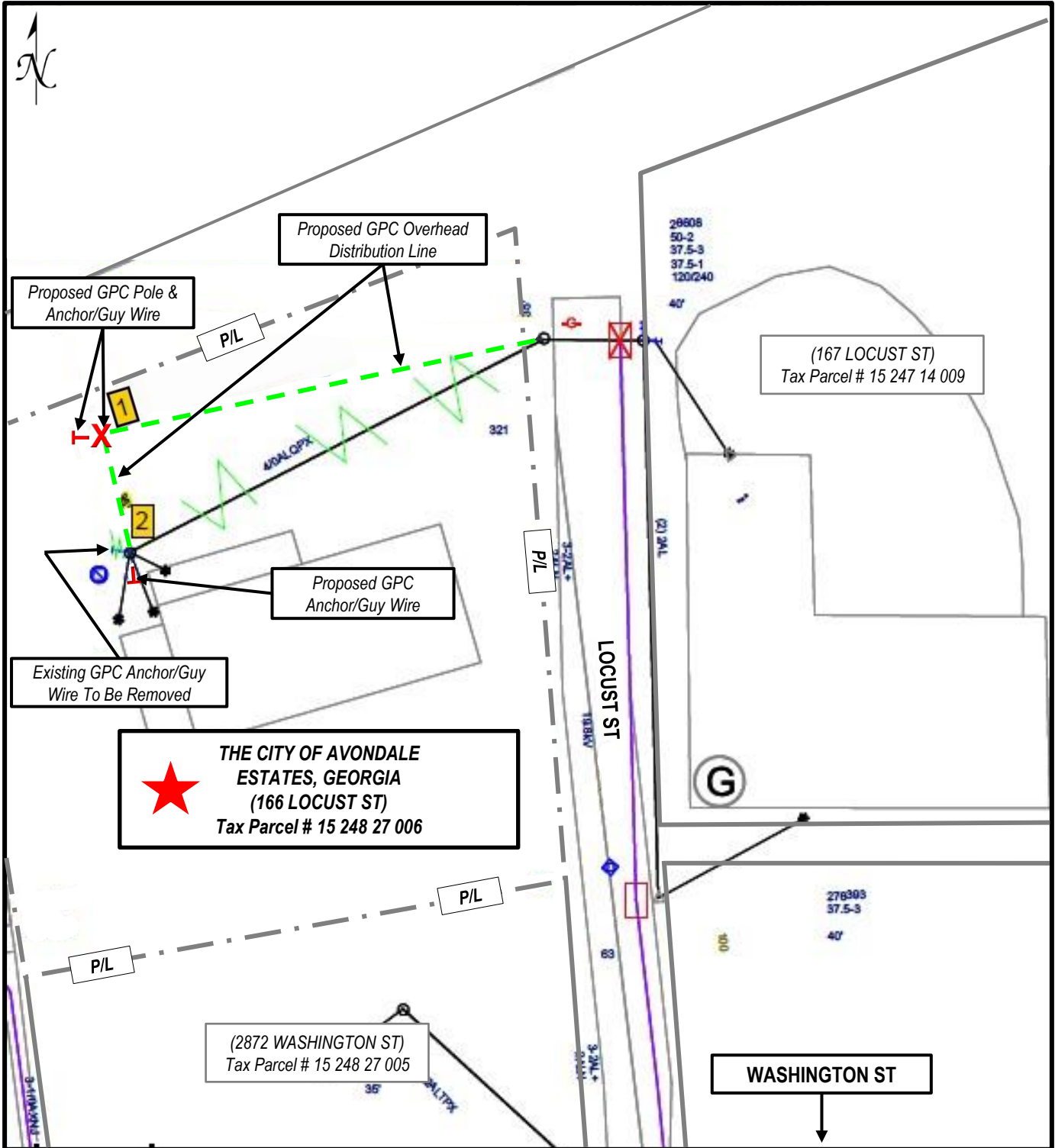
Attest: \_\_\_\_\_ (SEAL)

Name:

Title:

[CORPORATE SEAL]

# Exhibit "A"



Environmental & Natural Resources

PARCEL 001

DRAWING NOT TO SCALE

166 LOCUST ST (DEKALB COUNTY)  
 DISTRIBUTION LINE  
 LIMS # 2022030261  
 Work Location(s): 1-2